

Exhibit A

Engagement Agreement



James W. Noe
D: 713.437.1861
F: 713.437.1916
jnoe@joneswalker.com

May 26, 2020

Confidential Attorney/Client Privilege

Via E-mail (MattM@fwelc.com)

Mr. Matt McCarroll
President and Chief Executive Officer
Fieldwood Energy LLC
2000 W. Sam Houston Pkway. South
Suite 1200
Houston, Texas 77042

Re: Restructuring Related Advices – Oil and Gas, Regulatory and Government Relations

Dear Matt:

Thank you for the opportunity to advise Fieldwood Energy LLC ("you" or "your") during these challenging circumstances. The purpose of this letter is summarize our understanding concerning the provision of legal services by Jones Walker LLP ("we" or the "Firm") to you in connection with legal advice regarding potential restructurings and bankruptcy filing (the "Engagement"), including oil and gas matters, oil and gas regulatory advice, and government affairs associated with discussions and negotiations with the Department of Interior and the Department of Justice.

General Terms. This retention letter (this "Agreement") sets for the terms of your retention of the Firm to provide legal services and constitutes an agreement between the Firm and you (collectively, the "Parties") related to the Engagement. This Agreement sets forth the Parties' entire agreement regarding the Engagement, except where the Parties otherwise agree in writing. This Agreement is in addition to and does not supplant or in any way amend any other agreement between you and the Firm, unless specifically stated herein.

Staffing. The Engagement will be staffed by myself, Jonathan Hunter, and Sarah Dicharry, and, if required or reasonably necessary to assist us in providing you with effective legal services, Joe Bain and Mark Mintz. We will use other Firm lawyers and legal assistants, as we believe appropriate under the circumstances. We will provide legal counsel to you in accordance with this letter and in reliance upon the information and guidance provided by you, keep you reasonably informed of progress and developments, and respond to your inquiries.

Cooperation. To enable the Firm to represent you effectively, you agree to cooperate fully with the Firm in all matters related to this Engagement, and to fully and accurately disclose to the Firm all facts

{HD110361.1}

and documents that may be relevant to this Engagement or that we may otherwise request. You also agree to pay our statements for services and other charges as described below.

Advice about Possible Outcomes. Either at the commencement or during the course of the Engagement, the Firm may express opinions or beliefs concerning various courses of actions and the results that may be anticipated. Any such statement made by a partner or employee of the Firm is intended to be an expression of opinion only, based on information available to the Firm at the time, and should not be construed as a promise or guarantee.

Fees. The Firm's fees will be based primarily on the amount of time spent on your behalf. Each lawyer and legal assistant has an hourly billing rate based generally on experience and special knowledge. The rate multiplied by the time expended on your behalf, measured in tenths of an hour, will be the initial basis for determining the fee. For this matter, I will be charging \$625 for my time. We will further charge (i) between \$600-\$700 for any other partners working on this matter, depending on level of experience; (ii) between \$350-\$500 for any associates working on this matter, depending on level of experience; and (iii) \$250 for any paralegals working on this engagement. The Firm's billing rates will be adjusted from time to time, and rate increases will be reflected on the invoices that we send to you. Although the Firm will attempt to estimate fees to assist you in planning, as requested, such estimates are subject to change and are not binding unless otherwise expressly agreed in writing.

Expenses. The Firm's expenses related to providing legal services shall be included in the Firm's statements as disbursements advanced by the Firm on your behalf. Such expenses include photocopying, printing, scanning, witness fees, travel expenses, filing and recording fees, postage, express mail, and messenger charges, deposition costs, computerized legal research charges, and other computer services, and miscellaneous other charges. You have agreed that you will pay directly (and will be solely responsible for) certain larger costs, such as consultant or expert witness fees and expenses and outside suppliers' or contractors' charges, unless otherwise agreed by the Parties.

Payment of Statements. Statements normally will be rendered weekly for work performed and expenses recorded on the Firm's books during the previous week. Payment is due by you promptly upon receipt of the Firm's statement. The fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this Engagement. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs. It is also expressly understood that payment of the Firm's fees and costs is in no way contingent on the ultimate outcome of the Engagement.

Retainer. You have agreed to transfer to the Firm, by wire transfer or certified funds, a retainer in the amount of \$50,000 (the "Retainer"). The Retainer will be held in the Firm's client trust account, and the Firm will draw against the Retainer to satisfy its weekly statements for services rendered and costs incurred in connection with both (i) the Engagement and (ii) all other matters where the Firm represents you, with copies being sent to you for your information. The Firm may require that the amount of the Retainer be replenished each time it is drawn against. Further, the Firm will draw against the Retainer for all matters being handled by the Firm, including, but not limited to this Engagement, immediately before filing of any bankruptcy or restructuring proceeding. Notwithstanding anything else to the contrary, it is understood that the Firm's fees are earned on a daily basis. Moreover, any right by the Firm to be reimbursed for expenses, as provided in this letter, shall accrue when such expenses are paid by the Firm.

The Restructuring Case. If it becomes necessary for you to commence a restructuring case under pursuant to the U.S. Bankruptcy Code (the "Restructuring Case"), your retention of the Firm will be subject to the approval of the court with jurisdiction over the bankruptcy case. You and your bankruptcy counsel will make the necessary filings and requests to petition to have the firm appoint as special counsel pursuant to 11 U.S. Code § 327(e). If necessary, the Firm will take steps necessary to prepare the disclosure materials required in connection with the Firm's retention as special counsel. In the near term, the Firm will begin conflicts checks on potentially interested parties as you provided the Firm.

If necessary, the Firm will prepare a preliminary draft of a schedule describing the Firm's relationships with certain interested parties (the "Disclosure Schedule"). The Firm will give you a draft of the Disclosure Schedule after it is available. These relationships must be described and disclosed in your application to the court to retain the Firm. If, in the Firm's determination a conflict of interest arises in Restructuring Case requiring separate conflicts counsel, then Client will be required to use separate conflicts counsel in those matters.

Conflicts of Interest. As is customary for a law firm of our size, there are numerous business entities, with which you currently have relationships that the Firm has represented or currently represents in matters that are unrelated to you. Further, in undertaking the Engagement, the Firm wants to be fair not only to your interests but also to those of the Firm's other clients. The possibility exists that one of the Firm's current or future clients may take positions adverse to you. In the event a present conflict of interest exists between you and the Firm's other clients, or in the event one arises in the future, you agree to waive any such conflict of interest or other objection that would preclude the Firm's representation of another client provided the other current or future matter is substantially unrelated to this Engagement. You also agree that the Firm's representation in this Engagement is solely of you and that no member or other entity or person related to it has the status of a client for conflict of interest purposes.

Termination of Representation. You may terminate the Engagement at any time by notifying us. Termination of the Engagement will not affect your responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred thereafter in connection with an orderly transition of the matter. If such termination occurs, your papers and property will be returned to you promptly upon request. The Firm's files pertaining to the Engagement, on the other hand, will be retained. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers.

Upon reasonable notice to you, the Firm may withdraw from the Engagement if the obligations under this Agreement are not fulfilled, or as permitted or required under any applicable standards of professional conduct and rules of court.

Miscellaneous. This Agreement sets forth the Parties' entire agreement related to the Engagement. It can be amended or modified only in writing and not orally or by course of conduct. Each Party signing below is jointly and severally responsible for all obligations due to the Firm and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each Party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and

to this end the provisions of this Agreement are declared to be severable. This Agreement is the product of arm's-length negotiations between sophisticated parties, and you acknowledge that it is experienced with respect to the retention of legal counsel. Therefore, the Parties acknowledge and agree that any otherwise applicable rule of contract construction or interpretation which provides that ambiguities shall be construed against the drafter (and all similar rules of contract construction or interpretation) shall not apply to this Agreement. The Parties further acknowledge that the Firm is not advising you with respect to this Agreement because the Firm would have a conflict of interest in doing so. You further acknowledge that you have entered into this Agreement and agreed to all of its terms and conditions voluntarily and fully-informed, based on adequate information and your own independent judgment. The Parties further acknowledge that they intend for this Agreement to be effective and fully enforceable upon its execution.

Notice. The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the Texas State Bar Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. For more information, please call (800) 932-1900. This is a toll-free phone call.


I believe the foregoing covers the essential elements of the Engagement. If you would like for me to explain other aspects of the Firm's representation, I would be pleased to do so.

Please review this Agreement carefully and, if it meets with your approval, please sign the enclosed copy of this Agreement and return it to me.

We appreciate the trust you place in the Firm, and we look forward to continuing to serve you.

[Continues on Next Page]

Sincerely,



James W. Noe

JWN

AGREED AND ACCEPTED

By:



Matt McCarroll
President and Chief Executive Officer
Fieldwood Energy LLC